

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF PUERTO RICO

**IN THE MATTER OF:**  
**Medical Educational & Health Services, Inc.**  
**DEBTOR**  
**MEDICAL EDUCATIONAL AND**  
**HEALTH SERVICE, INC.**

**Plaintiff**  
v.  
INDEPENDENT MUNICIPALITY OF  
MAYAGUEZ, ET ALS.

**Defendants**

CASE NO: 10-04905- BKT

**CHAPTER 11**

**Adversary NO. 10-00148**

RE: DECLARATORY JUDGMENT,  
COLLECTION OF MONIES AND  
INJUNCTIVE RELIEF

**Plaintiff's Motion in Compliance with Order to Submit Witnesses List**

TO THE HONORABLE COURT:

COME NOW, **Medical Educational & Health Services, Inc.**, from now on **MEDHS**, through the undersigned attorney and respectfully state(s), allege(s) and pray(s) as follows:

1. On October 27, 2010, this Honorable Court ordered all parties in this case to produce a list of all pertinent witnesses and inform the Court accordingly. See Docket Entry No. 29.
2. In compliance with said Order, **MEDHS** presents the following list of witnesses to be used in the trial of this adversary proceeding. The witnesses are:
  - i. **Dr. Orestes Castellanos Rodríguez**, president of MEDHS, who will testify about the contracts made by MEDHS, SISSO and the Municipality of Mayaguez, the negotiations with the Municipality of Mayaguez, from now on "Municipality", for the administration of the Hospital.
  - ii. **Dr. Orlando Marini**, hostile witness, who will testify about the negotiations between MEDHS, his corporations, the Municipality, SISSO and meetings held between the parties. He also may testify about the transactions between SISSO, MMC and the Municipality.
  - iii. **Mr. José Quirós**, hostile witness, who may testify about MMC's contract with the Municipality, negotiations between them and SISSO's transactions with MMC and the Municipality.
  - iv. **Jaime Rodríguez Cora, Esq.**, hostile witness, who will testify about the negotiations between MEDHS, SISSO and Dr. Marini's Corporations.

- v. **Ivonne Irizarri, Esq.**, hostile witness, who will testify about the meetings and negotiations between MEDHS, SISSO and its officials.
- vi. **Santos, Esq.**, hostile witness, who will testify about the contract between MMC and the Municipality.
- vii. **Kermit Ortiz, Esq.**, hostile witness, who will testify about the contract and negotiations between MMC and the Municipality, and meetings between the corporations in this case.
- viii. **Efraín De Jesús, Esq.**, hostile witness, who will testify about the negotiations between MEDHS and the Municipality and the contract between them.
- ix. **Cesar Miranda, Esq.**, hostile witness, who will testify about the negotiations between MEDHS and the Municipality, the contract between them and the negotiations between the Municipality and MMC.
- x. **Carlos Nieves, Esq.**, hostile witness, who may testify about the contract and negotiations between MEDHS and the Municipality.
- xi. **Iván Millón, Esq.**, who may testify about the negotiations with MEDHS and the Municipality.
- xii. **Ramfis Vélez, Esq.**, who may testify about the meetings held between the parties and the hospital situation.
- xiii. **Mr. Randy González**, hostile witness, who will testify about the meetings between the parties and the Hospital's finance.
- xiv. **Mr. Ariel Cubero**, who may testify about the hospital finance.
- xv. **Mr Osvaldo Rodríguez**, hostile witness, who may testify about the negotiations between MEDHS and the municipality and the negotiation committee that grant the administration contract.
- xvi. **Mr. José Colón**, who may testify about the negotiations between MEDHS and the municipality and the negotiation committee that grant the administration contract.
- xvii. **Dr. Carlos Weber**, who may testify about the negotiations prior MEDHS and the Municipality Contract.
- xviii. **Dr. Justo González Trápaga**, who may testify about the negotiations prior MEDHS and the Municipality Contract
- xix. **Dr. Milton Carrero**, hostile witness, who may testify about the Hospital conditions before MEDHS Administration, meetings between the parties and negotiations between MMC, SISSO and the Municipality.
- xx. **Dr. Norman Ramírez Lluch**, who may testify about the negotiations between MEDHS and the Municipality.
- xxi. **Santiago Iturregui, Esq.**, who may testify about the negotiations between MEDHS and the Municipality.

- xxii. **Mr. Héctor Figueroa**, who may testify about the negotiations between MEDHS and the Municipality.
- xxiii. **Mr. Pedro Montes García**, who may testify about the negotiations between MEDHS and the Municipality, meetings between the parties, the contract between MEDHS and SISSO and other transactions.
- xxiv. **Dr. Edwin Rodríguez Aponte**, who may testify about the negotiations between MEDHS and the Municipality, meetings between the parties, the contract between MEDHS and SISSO and other transactions.
- xxv. **Hon. José Guillermo Rodríguez (Mayor)**, hostile witness, who may testify about the Negotiation Committee, the transactions between the Municipality, MEDHS and SISSO. He may also testify about the contracts and negotiations with MMC.
- xxvi. **Banks representatives**, who may testify about transactions, documents and other evidence.
- xxvii. **Insurance Companies representatives**, who may testify about transactions, documents and other evidence.
- xxviii. **Other Municipality representatives**, hostile witness, who may testify about meetings, proceedings, transactions and contracts.

#### **Expert Witnesses**

- 3. **José Ramon Gonzalez and /or Anibal Jover**, both witnesses are CPA's who would testify as to the losses suffered by debtor as a result of defendant's joint and/or separate activities, as described in the Complaint. The Content of the testimony would necessarily vary, depending on whether debtor is forced to resolve the contracts, which would generate even more losses, or if it can achieve effect on compliance, in which case the losses would be relatively minor.

**WHEREFORE**, Debtor herein respectfully requests this Honorable Court to take notice of the above stated.

#### **RESPECTFULLY SUBMITTED**

In San Juan, Puerto Rico, this December 10, 2010.

**I HEREBY CERTIFY** that on this same date I electronically filed the foregoing through the CM/ECF system, which will send notification of such filing to the parties therein registered to receive Notice, including the U.S. Trustee.

/S/ Rafael González Vélez//  
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